

**AMENDMENT NO. 5 TO THE AGREEMENT**  
**BETWEEN THE CITY OF SAN MATEO AND SIGNET TESTING LABORATORIES, INC.**  
**FOR CONSTRUCTION SPECIAL INSPECTION SERVICES FOR THE CLEAN WATER PROGRAM**  
(\$1,500,000 [Original Amount], \$400,000 [Amendment No. 1], \$250,000 [Amendment No. 2],  
\$250,000 [Amendment No. 3], \$150,000 [Amendment No.4], \$150,000 [Amendment No. 5])

This Amendment entered into this day of \_\_\_\_\_, by and between the **City of San Mateo**, a municipal corporation existing under the laws of the State of California ("CITY"), and **Signet Testing Laboratories, Inc.** ("CONSULTANT").

WHEREAS, the CITY and CONSULTANT entered into an Agreement for professional services ("Agreement") on March 4, 2022; and

WHEREAS, on April 4, 2023, Amendment No. 1 was executed, which increased the compensation by \$400,000, for a new Agreement total of \$1,900,000; and

WHEREAS on November 8, 2023, Amendment No. 2 was executed, which increased the compensation by \$250,000 for a new Agreement total of \$2,150,000; and

WHEREAS on February 12, 2024, Amendment No. 3 was executed, which exercised the first one-year option and modified the term end date to February 28, 2025, and increased the compensation by \$250,000, for a new Agreement total of \$2,400,000; and

WHEREAS on September 3, 2024, Amendment No. 4 was executed, which increased the compensation by \$150,000 for a new Agreement total of \$2,550,000; and

WHEREAS, CITY and CONSULTANT, wish to amend the Agreement to increase the total compensation of the Agreement in an amount of \$150,000 for a new Agreement total of \$2,700,000.

NOW, THEREFORE, the parties agree as follows:

1. The first paragraph of Section 8 — "Payment" of the Agreement is amended as follows:

"Payment shall be made by the CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performances, of services and any reimbursable expenses set forth in this Agreement, CITY agrees to pay CONSULTANT a fee based on verified time and materials not to exceed \$2,700,000 without prior written authorization. Requests for payments shall be itemized and correspond to the various items of work described in Exhibit A and shall be based on the rate and cost schedule set forth in Exhibit C."

2. The remaining terms of the Agreement remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and SIGNET TESTING LABORATORIES, INC. have executed this Amendment No. 5 on \_\_\_\_\_.

CITY OF SAN MATEO

CONSULTANT  
Signet Testing Laboratories, Inc.

Matt Fabry	Date
Public Works Director	

Robert V. Tadlock Its Authorized Agent CEO/President	Date
--	------

APPROVED AS TO FORM

Linh P. Nguyen  
Assistant City Attorney